



## CHRISTOPHER J. ZARDA

### OF COUNSEL

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Christopher Zarda has more than a decade of experience in commercial and business litigation, real estate and construction law, and insurance coverage litigation.

In addition to his business litigation practice, Chris is an experienced insurance coverage and bad faith litigation attorney, serving both as coverage counsel for insurers/reinsurers in authoring numerous coverage opinions on claims tendered under a variety of standard and manuscript primary and excess policies, and as trial counsel on behalf of carriers in declaratory judgment, bad faith/vexatious refusal and garnishment actions.

He also regularly represents clients in matters concerning the purchase/leasing of commercial real estate, primary and secondary/guarantor lender liability, interpretation of zoning ordinances and covenants, conditions and restrictions (CC&Rs) and securities fraud. Chris' prior experience as in-house counsel for a consortium of real estate investment and service entities guides his transactional skill set and familiarity across jurisdictions.

### BACKGROUND

Prior to joining Armstrong Teasdale, Chris served as the director of complex litigation at a Phoenix, Arizona-based law firm focusing on business and real estate litigation matters ranging from commercial landlord/tenant disputes, lender liability actions, trademark and Lanham Act/unfair competition matters, and securities fraud claims. Before relocating to the Phoenix area, Chris was general counsel of a global consortium of real estate investment and service entities, including a captive insurer and related claims company. In that capacity he oversaw and managed litigation in multiple jurisdictions as well as maintained a strong transactional practice. Prior to that, he held various roles in private practice in both Missouri and Kansas serving as both coverage counsel for insurers/reinsurers, authoring coverage opinions, and as trial counsel on behalf of the carriers in declaratory judgment, bad faith/vexatious refusal, garnishment actions and insurance recovery efforts. Litigation defense of insureds included catastrophic personal injury/wrongful death, construction/design defect, product defects, professional liability/legal malpractice and commercial/lending disputes.

While earning his law degree, Chris externed with the University of Kansas' Office of Technology Transfer and Intellectual Property and was research assistant Patrick A. Randolph where he served as the project leader for semi-annual updates of the seminal real estate legal treatise *Friedman on Leases*.

### SERVICES AND INDUSTRIES

Complex Commercial  
Litigation  
Construction Services  
Debt Finance  
Insurance Coverage Litigation  
Litigation  
Real Estate  
Securities Regulation and  
Litigation  
Real Estate, Development,  
Construction

### ADMISSIONS

Missouri  
Kansas  
Arizona  
U.S. District Court, District of  
Arizona  
U.S. District Court, District of  
Kansas  
U.S. District Court, Western  
District of Missouri

## EDUCATION

- University of Missouri-Kansas City School of Law (J.D., 2007)
  - Dean's List (Spring 2007, Fall 2006, Fall 2005)
  - Business and Entrepreneurial Law Emphasis
  - Entrepreneurial Law and Practice Clinic
- University of Kansas (B.G.S., 2004)
  - Economics

## PROFESSIONAL ACTIVITIES

- Earl E. O'Connor Inn of Court (Barrister)
- Ross T. Roberts Trial Academy (Graduate)

## ACCOLADES

- Missouri/Kansas Super Lawyers®, Rising Star (2014-2016)

## EXPERIENCE

### **Successful Representation for Reinsurer in Insurance Recovery Arbitration Action Against Negligent Underwriter**

Represented one of the largest global reinsurers in a private arbitration action before the American Arbitration Association in claims for negligent underwriting against a Washington-based underwriter. The underwriter had underwritten and caused three successive \$500,000 straight line limit commercial general liability policies to be issued to a construction company the underwriter had classified as a "handyman." It was discovered the insured was converting three apartment complexes into condominiums, negligently installed exterior insulation finishing systems, and policy limits were paid out on all three policies. After arbitration was commenced, summary judgment was filed on behalf of the reinsurer and judgment was thereafter issued in favor of the reinsurer resulting in a seven-figure award and settlement.

### **Insurer's "Unsolicited Communications" Exclusion Held Effective in Excluding Coverage for TCPA Claim**

Represented a commercial lines insurer in prosecuting a declaratory judgment action in the Eastern District of Missouri to determine insurer's duty to provide its insured a defense in an underlying lawsuit asserting violations of the Telephone Consumer Protection Act (TCPA). Claimant asserted the insured had engaged in a "robo-call" advertising campaign which violated the TCPA and insured sought coverage under four consecutive commercial general liability policies. The insurer denied coverage under an "Unsolicited Communications" exclusion and, following submission of a motion for summary judgment, the Court agreed, finding no coverage existed under three of the policies as the discrete acts complained of occurred outside the effective policy periods and that coverage was otherwise excluded under the fourth policy's "Unsolicited Communications" exclusion which, as was argued in the moving papers, was found to be broad enough to encompass and exclude coverage for the alleged TCPA violations.

### **Defense Verdict Returned for Client Bank in Lender Liability Lawsuit**

Represented regional lending institution in a four-count lawsuit filed in the Circuit Court of Pulaski County, Arkansas, contending lender revoked an unqualified offer to lend a significant amount to an airplane refurbishment company. Following oral argument on the eve of trial, the Court granted the lender summary judgment on three of the four claims, leaving one count of promissory estoppel. After several days of lay and expert witness testimony, the jury returned its verdict in favor of the lender. The Supreme Court of Arizona later affirmed both summary judgment on the breach of contract, negligence and deceptive trade practices act counts, as well as the jury's defense verdict on the promissory estoppel claim.

### **Successful Defense of Auto Insurer Against First-Party Bad Faith Claim**

Represented insurer which issued an auto policy in Arizona to its insured/plaintiff who was involved in a significant auto accident. After conducting its claims investigation, coverage was denied under insured's underinsured motorist coverage. Insured thereafter filed suit in the U.S. District Court of Arizona for bad faith seeking policy benefits and punitive damages. After conducting discovery and deposing the insured, summary judgment was filed on behalf of the insurer asserting breach of the policy's cooperation clause, providing the Court a detailed walkthrough of the insurer's efforts to fully adjust the claim and the insured's repeated hinderances and delays. The Court agreed and granted judgment in favor of the insurer, finding the insurer had acted reasonably in handling a pre-suit policy limits demand and in adjusting the claim.

## **THOUGHT LEADERSHIP**

May 19, 2021

**Court ruling may doom eviction ban**

Ahwatukee Foothills News